



DEPARTMENT OF INSURANCE

Chuck Quackenbush, Commissioner

State Law — Division 33 Bureau of Automobile Repair — Chapter 1 — Article 7

3353. Written Estimate Required for Repair or Maintenance; Exceeding Estimate; Authorization Required.

No work for compensation shall be commenced and no charges shall accrue without specific authorization from the customer in accordance with the following requirements:

(a) Estimate for Parts and Labor. Every dealer shall give to each customer a written estimated price for labor and parts for a specific job. All OEM crash parts and non-OEM aftermarket crash parts used in the repair shall be clearly identified on the written estimate. No dealer shall charge for work done or parts supplied in excess of the written estimated price without oral or written consent of the customer, and if such consent is oral the dealer shall make a notation on the work order and on the invoice of the date, time, name of person authorizing the additional repairs, and telephone number called, if any, together with a specification of the additional parts and labor and the total additional cost. The dealer shall obtain the customer's consent before any additional work not estimated is done or parts not estimated are supplied.

(b) Estimated Price to Tear Down, Inspect, Report and Reassemble. For purposes of this article, to "tear down" shall mean to disassemble, and "teardown" shall mean the act of disassembly. If it is necessary to tear down a vehicle component in order to prepare a written estimated price for required repair, the dealer shall first give the customer a written estimated price for the teardown. This price shall include the cost of reassembly of the component. The estimated price shall also include the cost of parts and necessary labor to replace items such as gaskets, seals and O rings that are normally destroyed by teardown of the component. If the act of teardown might prevent the restoration of the component to its former condition, the dealer shall write that information on the work order containing the teardown estimate before the work order is signed by the customer.

The repair dealer shall notify the customer orally and conspicuously in writing on the teardown estimate the maximum time it will take the repair dealer to reassemble the vehicle or the vehicle component in the event the customer elects not to proceed with the repair or maintenance of the vehicle and shall reassemble the vehicle within that time period if the customer elects not to proceed with the repair or maintenance. The maximum time shall be counted from the date of authorization of teardown.